



**PROPOSED WORK ORDER FOR WATER TREATMENT SERVICES
ENVIRONMENTAL RESTORATION – GOLD KING MINE SLUDGE
AUGUST 13, 2015**

Purpose

- Omni Water Solutions, “Omni”, and Environmental Restoration, “Customer”, and together, the “Parties”, desire to enter into an agreement in which Omni provides its mobile water treatment personnel, expertise, and equipment, “Omni Services”, to Customer for treatment and dewatering of “Sludge” in retention ponds in order to extend pond life and increase capacity under a day rate agreement with Customer.
- Omni will use best efforts to treat Sludge in accordance with Customer guidance, but is not responsible for attaining specific Sludge specifications or quantities.
- This Work Order establishes responsibilities of the Parties and pricing and terms of the provision of Omni Services.
- Pricing in this Work Order expires August 20, 2015 unless accepted in writing by Customer.

Project Description, Term, and Start Date

- Project duration is unknown. Customer may terminate services for any reason with 7 days written notice and payment of de-mobilization fees.
- Omni use best efforts to treat Sludge to specifications provided by Customer, but cannot assure specifications can be met.
- Omni will pump Sludge from customer-provided in-ground storage ponds, utilize pH adjustment, coagulation chemistry, and centrifuge de-watering equipment to create de-watered sludge.
- Omni will discharge treated water into customer-specified location within 20 feet of Omni’s centrifuge equipment.
- Omni will be available to begin mobilization and rig-up on or about August 17, 2015 and will be ready to reclaim water on or about August 20, 2015, provided that Omni receives an executed Work Order from Customer by close of business on August 14, 2015.
- Total Volume to be treated during the program is approximately 100 gallons per minute of sludge for 12 hours/day, working during daylight hours.

Responsibilities of The Parties

Omni will Provide:

- Omni and its equipment supplier, Rain for Rent will provide all pumps, pipes, vessels, valves, centrifuge, solids bin, spill containment, chemical injection & mixing system, polymer hydration unit, and transport and mobilization of all Omni treatment equipment to treat up to 100 gallons per minute of sludge using pH adjustment, coagulation, and sludge dewatering.
- All chemicals and consumables required by the Omni treatment system.

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- Trained personnel to operate and maintain the Omni treatment system with proper PPE.
- Vehicle and fuel for Omni personnel.
- Any required repair and maintenance of the Omni treatment system.
- Mobilization/de-mobilization and transport of the Omni treatment system.

HSE Items:

- PPE – Omni personnel on location will wear proper PPE including hard hats, steel toe boots, and safety glasses. When handling chemicals, Omni personnel will wear a hard hat, face shield, splash proof chemical goggles, chemical suit, chemical resistant apron, chemical-resistant steel-toe rubber boots, and nitrile gloves as needed for the specific task.
- Training – Omni personnel on location will be Safeland Certified and H2S Certified, and will have completed Omni Basic Safety Training. Additional safety training can be completed at Customer request.

Customer will Provide:

- 125kW Generator, fuel and fuel storage.
- Graded pad location suitable for locating Omni treatment system, with the appropriate lighting, berms, settling ponds, portable toilets, roads and loading/off-loading facilities.
- Sky Track loader for offloading solids bin
- Diesel for transfer pump, approximately 2 – 3 gallons/hour

Pricing

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CBI/Ex. 4

Assumptions

- Treatment pricing is based on current condition of Sludge and associated chemical dosage designed to treat Sludge on best efforts basis. Significant changes in Sludge chemistry or flowrate may require changes in Omni day-rate but no changes to pricing will be made without prior written permission from Customer.

Treatment Objectives

- Remove and dewater pond sludge and return clarified water thereby increasing the volume available in the ponds for sludge collection on a best efforts basis in cooperation with Customer.

Reporting, Invoicing, and Payment

- Reporting: Omni will provide daily reports containing volume of Sludge treated and calculated solids discharged in process.
- Invoicing: Omni will invoice Customer twice monthly and will provide weekly field tickets with quantities treated by the Omni treatment system.
- Payment: Payment terms are net 60.

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Contract Term

- Contract pricing and term extends for 180 days beyond date of execution.
- Customer may terminate the contract for convenience at any time upon 7 days written notice to Omni and payment to Omni of all treatment fees earned through the termination date plus Final **CBI/Ex. 4**
- Omni may terminate the contract for convenience upon 7 days written notice to Customer. Upon termination for Omni convenience, Customer is responsible for all treatment fees earned through the termination date but is not responsible for Final Demobilization fees.

Authorized and accepted by:

Customer

Name and Title of Person Authorized to Sign for Customer

Signature

Date

Omni Water Solutions, Inc.

Warren Sumner, CEO

Date

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